

THE COURTS.

Arguments of Counsel in the Rapid Transit Litigations.

Secret History of the Bleeker Street Railroad Management.

HOW DR. FOOTE PUT HIS FOOT IN IT.

More Instalments for the City Legal Expense Account.

AN ALBANY CORRUPTION FUND.

WILLIAMSON CONVICTED.

The Scope of the United States Supreme Court Emigration Decision.

There continued yesterday before Judge Sog, sitting, holding Special Term of the Superior Court, the summing up argument in the suit of the Sixth Avenue Railroad Company against the City of New York, brought by the City of New York, on behalf of the Sixth Avenue Railroad Company, opened the argument in reply to Mr. Carter. He claimed that the Elevated road had clearly no power to build any other road than was authorized by the Legislature. With regard to Mr. Carter's argument that the modification of the plan as proposed, the road being supported on uprights, and not covered, was an exercise of the police power of the Legislature, he protested against taking for anything else than what they seem to mean the words of a constitutional amendment intended for plain people of the State. The constitutional amendment, January, 1875, says: "No law shall authorize the construction or operation of a street railroad except on the condition that the consent of the owners of half the abutting property and the local authorities be obtained." If the defendants relied on their subsequent act he contended that they must have such consent. If the defendants rely on the power of the Legislature to alter previous acts, then the reserved power of the Legislature must yield to the expressed wish of the people. He discussed at length the constitutional questions involved in the controversy. A clear analysis was given of the voluminous testimony offered on both sides, and he urged that this testimony showed conclusively that the running of the Elevated Railroad on the track of the Sixth Avenue road, in the manner proposed, would be the ruin of the latter road and a complete nullification of its chartered rights, which, he claimed, the Legislature had no right to do without full and ample compensation.

Ex-Judge Foster replied on behalf of the Elevated road. He said the plaintiffs had not shown that the running of the Elevated road on the Sixth Avenue road would be the ruin of the latter road and a complete nullification of its chartered rights, which, he claimed, the Legislature had no right to do without full and ample compensation. He said the plaintiffs had not shown that the running of the Elevated road on the Sixth Avenue road would be the ruin of the latter road and a complete nullification of its chartered rights, which, he claimed, the Legislature had no right to do without full and ample compensation. He said the plaintiffs had not shown that the running of the Elevated road on the Sixth Avenue road would be the ruin of the latter road and a complete nullification of its chartered rights, which, he claimed, the Legislature had no right to do without full and ample compensation.

The examination of witnesses in the suit brought by the Sixth Avenue Railroad Company against the City of New York, on behalf of the Sixth Avenue Railroad Company, continued yesterday before the referee, Mr. Isaac Dayton. Mr. O. B. Bright, counsel for the Twenty-third Street Railroad, recalled Mr. George Witten, a member of the Legislature during its last session, who testified that he saw the referee in Albany during the session before the Committee on Railroads. On cross-examination by Mr. Kobbe the witness said he introduced a bill to remove receivers of corporation property on the application of two-thirds of the creditors; the bill was handed to him by Mr. Sharp, whom he had known for a number of years; he did not think he was asked to introduce the bill; he did not think he was asked to introduce the bill; he did not think he was asked to introduce the bill.

The Bleeker Street Railroad. The previously adjourned examination into the affairs of the Bleeker Street Railroad Company was continued yesterday before the referee, Mr. Isaac Dayton. Mr. O. B. Bright, counsel for the Twenty-third Street Railroad, recalled Mr. George Witten, a member of the Legislature during its last session, who testified that he saw the referee in Albany during the session before the Committee on Railroads. On cross-examination by Mr. Kobbe the witness said he introduced a bill to remove receivers of corporation property on the application of two-thirds of the creditors; the bill was handed to him by Mr. Sharp, whom he had known for a number of years; he did not think he was asked to introduce the bill; he did not think he was asked to introduce the bill; he did not think he was asked to introduce the bill.

John T. Conover, being cross-examined by Mr. Algonson S. Sullivan on behalf of the receiver, testified that he was not the bookkeeper or the treasurer of the road and could give no explanation of the payment made to the receiver of the "protection account"; he appeared on the stand to testify that the book was paid to T. R. Butler, but he could not tell who T. R. Butler was, unless he was the treasurer of the road; he did not think he was asked to introduce the bill; he did not think he was asked to introduce the bill; he did not think he was asked to introduce the bill.

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SUITS AGAINST THE CITY.

Lengthy trial which has lasted nearly three weeks, Judge Larrore, sitting, Supreme Court, in the suit brought by Richard C. Fellows, assignee of Michael Noonan, the facts of which have been fully published in the Herald, was yesterday brought to a termination. The suit was on contracts made by the city with Noonan for the construction of various uptown sewers. There had been paid on these contracts \$109,000, and the present suit was for a balance still claimed to be due. A very clear and concise charge was made by Judge Larrore, and with such clearness were the facts of the case set forth that the jury, after very brief deliberation, was enabled to agree upon a verdict, which was for the plaintiff, \$60,310.33, with the full amount claimed, with interest. From the nature of the case it was a very dry trial, which was only relieved by the occasional remarks of Judge Larrore, who, in the long session of the court, very ably arose in his seat and moved that the court adjourn. The manner of the trial, from the beginning to the end, was a model of judicial procedure, and the verdict in each case for the plaintiff, the verdict on the eighth Avenue contract being \$4,165.00 and on the Ninth Avenue contract \$10,000.00.

Two other suits against the city were tried yesterday, the plaintiff in each case being Charles Devlin, and one of his suits was to recover on a contract for building a sewer in Eighth Avenue, and the other, a suit to compel the city to build a sewer in Ninth Avenue. The defense in both cases was that they were not valid contracts, the Common Council not having passed ordinances authorizing the same. Judge Larrore, after hearing the evidence, directed a verdict in each case for the plaintiff, the verdict on the Eighth Avenue contract being \$4,165.00 and on the Ninth Avenue contract \$10,000.00.

Before Judge J. F. D. in the Court of Common Pleas, was tried yesterday the suit brought by Patrick J. Mulhally against the City of New York, for damages to his property in the street, which was destroyed by the city in 1875. The defendant in this case was the City of New York, and the plaintiff was Patrick J. Mulhally. The defense was that the city was not liable for the damages to the plaintiff's property, as the city was not negligent in the destruction of the property. The jury, after hearing the evidence, directed a verdict in each case for the plaintiff, the verdict on the Eighth Avenue contract being \$4,165.00 and on the Ninth Avenue contract \$10,000.00.

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CONVICTION OF DR. FOOTE.

The case of the United States against Dr. E. B. Foote, who was on trial on an indictment charging him with sending obscene literature through the mails, was tried yesterday before Judge Sog, sitting, Supreme Court. The defendant in this case was Dr. E. B. Foote, and the plaintiff was the United States. The defense was that the literature sent by the defendant was not obscene, and that the defendant was not guilty of the crime charged. The jury, after hearing the evidence, directed a verdict in each case for the plaintiff, the verdict on the Eighth Avenue contract being \$4,165.00 and on the Ninth Avenue contract \$10,000.00.

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Continuation of the Investigation on Building Expenditures.

Supervisor Potter's Letter—Testimony of the Postmaster.

United States District Attorney and Others.

The sub-committee of the House Committee on Expenditures for Public Buildings, charged with the investigation of the expenditure of \$227,000 in excess of the appropriation for constructing and furnishing the United States Court and Post Office Building, resumed their session yesterday. The examination of Calvin T. Hubbard, Superintendent of Construction, was continued. Other witnesses were examined during the day, and at five o'clock P. M. the committee adjourned, to meet at Washington for the examination of the books and papers in the office of the Supervising Architect relative to the construction and furnishing of said building. Mr. Hubbard testified that the value of material used after the 11th of September, 1875, amounted to \$6,721.48, the labor to \$15,902.99, total, \$22,624.47, the amount expended for furniture after May 20, 1875, was \$72,890.81. The following letter was shown him and the question asked if it had ever been received by him:

THESDAY, NEW YORK, June 28, 1876.
OFFICE OF THE SUPERVISING ARCHITECT, U. S. DEPARTMENT OF JUSTICE.
C. T. HUBBARD, Esq., Superintendent Post Office and Court House, New York City.
Sir:—Receipt of this letter you will understand all the details of the work upon the fence fronting on the park. Please prepare and forward to this office, at the earliest moment, a statement of the work done, and your requirements for employees other than mechanics and laborers, with the exception of two watchmen. You will please discharge any or all of the employees before the expiration of the month of July, 1876, and your services will no longer be required. Yours respectfully,
W. H. R. HUBBARD, Esq., Superintendent Architect.

Mr. Hubbard replied: "I was disabled and not at my office during that month, but I understand that it was received at my office." In answer to the jury, what explanation do you give for the expenditure of \$22,000 for construction after that letter was received? witness went on to say that there was only one court room that could be occupied; the other rooms were not completed; the Post Office Department could not have been completed and furnished as it is now for the amount of money at its disposal; the Post Office Department could not have been completed and furnished as it is now for the amount of money at its disposal; the Post Office Department could not have been completed and furnished as it is now for the amount of money at its disposal.

Q. How near the 1st of September did you cease to employ hands? A. I think on the receipt of a letter from the Supervising Architect about the middle of September, 1875, when the Post Office Department was ordered to discontinue the work. I think the letter was received about the middle of September, 1875, when the Post Office Department was ordered to discontinue the work. I think the letter was received about the middle of September, 1875, when the Post Office Department was ordered to discontinue the work.

Q. How much of the amount realized for old court room furniture sold at auction was \$1,047.74, that sold by appropriation, \$1,726.00, which was paid out of the Treasury? A. The amount realized for old court room furniture sold at auction was \$1,047.74, that sold by appropriation, \$1,726.00, which was paid out of the Treasury. The amount realized for old court room furniture sold at auction was \$1,047.74, that sold by appropriation, \$1,726.00, which was paid out of the Treasury.

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OUR MODEL POLICE.

A TERRIBLE CHARGE AGAINST AN OFFICER—HOW INNOCENT WOMEN ARE ENTRAPPED.

At the Washington Police Court, yesterday, before Justice Smith, Louise Du Barry was arraigned by Detective Dunlap, of the Twenty-ninth precinct, on complaint of Jennie Carter, a resident of Rochester, the story told Judge Smith by the complainant revealed a new phase of city life and one extremely damaging to the character of the police force. She said that on the afternoon of the 14th inst., she arrived in this city from Rochester, on her way to Wilmington, Del. At Albany her pocket was picked of all the money she had in the world. On arriving at the Grand Central depot she left her trunk in the baggage room and wandered through the city until she reached the Fifth Avenue Hotel. There she met Officer Du Barry, of the Twenty-ninth precinct, who told her that he was looking for a woman who had been seen at the hotel, and that he would like to see her. She went there and found the woman Du Barry was looking for, and she was taken to a room at the hotel, where she was kept for several days. She was then taken to a room at the hotel, where she was kept for several days. She was then taken to a room at the hotel, where she was kept for several days.

Q. Did you know the woman who was taken to the room at the hotel? A. Yes, I did. I knew her as Jennie Carter. She was a woman of about thirty years of age, and she was very pretty. She was taken to the room at the hotel, where she was kept for several days. She was then taken to a room at the hotel, where she was kept for several days. She was then taken to a room at the hotel, where she was kept for several days.

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